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Brookhaven, Town Of And Csea
(Blue Collar Unit)

10 / BC2

**AGREEMENT
MADE BY AND BETWEEN
THE TOWN OF BROOKHAVEN
AND
C.S.E.A. BLUE COLLAR UNIT
2002 TO 2011**

RECEIVED

AUG 29 2002

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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CONTRACT
BLUE COLLAR C.S.E.A.

ARTICLE I
APPLICABLE LAW

SECTION 1: The Public Employees Fair Employment Act and other provisions of the Civil Service Law and any other applicable law and the local laws and ordinances of the Town of Brookhaven, hereinafter known as the "Town", not inconsistent with said Act and the Civil Service Law, shall govern the terms and provisions of this Agreement.

SECTION 2: This Agreement shall not be deemed to impair or diminish any condition of employment more beneficial to the employees than those provided herein, and any conditions of employment not covered by this Agreement which are more beneficial to any employees now or subsequently employed in the department now enjoying said conditions of the employment shall continue during the period of this Agreement unless changed by mutual agreement of the Town Board and Civil Service Unit representatives reduced to writing.

SECTION 3: It is agreed by and between the parties that any provisions of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate body has given approval.

ARTICLE II
TERM OF AGREEMENT

SECTION 1: Term.

The term of the Agreement shall be ten (10) years commencing January 1, 2002 and terminating December 31, 2011. Due to the length of the agreement, during January 2007, the parties shall meet to discuss issues, which may have arisen or new issues which may be relevant to the collective bargaining agreement.

Present contract is to remain in effect until a successor agreement is reached.

ARTICLE III
DEFINITIONS

SECTION 1: Employees.

Unless otherwise specified herein, the term "employee" shall mean all employees of the Town except as follows:

- (A) Elected officials and their deputies, all appointed officials who are unclassified under Civil Service Law or who are in the exempt class of the Civil Service Law, all Commissioners/Department Heads, Deputy Commissioners, Executive Assistants, Public Information Officer, Director of Labor Relations and Intergovernmental Relations Coordinator, Chief Building Inspector, Town Planning Director, Animal Shelter Supervisor, Chief Fire Marshal, Principal Accountant, Superintendent of Recreation II, Senior Citizen Program Director, Director of Environmental Protection, Assistant Director of Environmental Protection, Citizen Advocate, Town Personnel Officer, Town Purchasing Director, Executive Secretary to the Economic Development Commission, Chief Town Investigator, Director of Women's Services, Town Historian, Town Director of Water Services, Assistant Director of Youth Bureau, Town Director of Traffic Safety, Economic Development Zone Coordinator, Community Relations Director, Executive Director of Youth Bureau, Town Director of Economic Development and Data Processing Manager.
- (B) Part-time employees: Part-time employees shall be defined as those employees who work less than the normal work week.
- (C) Seasonal employees: Seasonal employees shall be defined as those employees working a limited amount of time within a specified program.

SECTION 2: C.S.E.A.

The term "C.S.E.A." shall mean the Brookhaven Town Blue Collar Unit, Civil Service Employees Association, Inc.

SECTION 3: Tenure.

An employee has tenure when such employee has been employed by the Town for one (1) year unless otherwise provided by law. All employees shall be covered under Section 75 of the Civil Service Law dealing with disciplinary hearings.

ARTICLE IV RECOGNITION

SECTION 1: Recognition of C.S.E.A.

The Town recognizes the C.S.E.A as the exclusive representative for Brookhaven Town Blue Collar Employees, encompassing the following locations

or departments: Department of Parks, Recreation and Human Resources; Department of Public Safety/Division of Code Enforcement-Security and Division of Animal Shelter; Department of Planning, Environment and Development/Division of General Aviation and Streetlighting and Department of Waste Management.

SECTION 2: Payroll Deductions.

The Town shall deduct from the wages of the employees and remit to the C.S.E.A. regular membership dues, all life, sickness and accident premium deductions for those employees who signed dues deduction authorization cards and submitted same to the Commissioner/Comptroller of the Town of Brookhaven. Deductions shall be made uniformly on each payroll and such deductions shall be remitted to the Treasurer of the C.S.E.A., P.O. Box 22, Yaphank, New York. The Town also agrees to deduct from the wages of the employees of the Brookhaven Town Blue Collar Unit membership dues, and remit same to the Brookhaven Town Blue Collar Unit. The Town also agrees to allow a similar type of deduction to all employees covered by this Agreement, if and when requested. Such deduction shall continue unless and until the employee notifies the Commissioner/Comptroller of the Town of Brookhaven, in writing, of the employee's desire to discontinue or to change such authorization.

- (A) Notification of discontinuance or change of deduction shall be in writing and signed by the employee and submitted to the Commissioner/Comptroller of the Town in duplicate and one copy of such notice shall be forwarded by the Commissioner/Comptroller to the Treasurer of the C.S.E.A.
- (B) Credit Union Deduction. The Town agrees to deduct from the wages of any employee, who so requests in writing, a credit union deduction. An employee may make such request in writing to the Department of Finance throughout the calendar year.
- (C) Group Auto and Home Insurance Deduction. If when such insurance becomes available to the Town, the Town agrees to deduct from the wages of any employee, who so requests in writing, a deduction for group auto and home insurance. The deduction shall be payable to any insurance carrier agreed to between the Blue Collar Unit and the Town. No changes in deduction shall be allowed during the then applicable fiscal year.
- (D) Deferred Compensation Plan. The Town agrees to deduct from the wages of any employee, who so requests in writing, an amount of money to be contributed to a 457 deferred compensation plan, pursuant to applicable tax laws.

SECTION 3: Exclusive Representation.

The Town agrees that the C.S.E.A. shall have unchallenged representation status for the maximum time provided by law.

SECTION 4: Agency Shop.

The Town shall grant an agency shop contract provision to the C.S.E.A. pursuant to New York State Law.

SECTION 5: Strikes.

The C.S.E.A. affirms that it does not assert the right to strike against the Town, to assist or participate in any strike.

ARTICLE V COLLECTIVE BARGAINING UNIT

The Salary Schedule and all grades contained in the Blue Collar Unit shall be provided to the Unit President annually.

ARTICLE VI COMPENSATION AND SALARY

SECTION 1: All Town employees shall be paid on a bi-weekly basis.

- (A) On January 1st, during the years 2002 through 2011 employees shall receive Cost of Living Adjustment. The percentage increase shall equal the annual inflation rate as determined from the increase in the Consumer Price Index (published by the Bureau of Labor Statistics- All Urban Consumers US City Average All Items) in the one year period ending March 31st prior to the effective adjustment with a minimum of not less than two (2%) percent and a maximum of not more than four (4%) percent. In the event such inflation rate is one (1%) percent or less, the salary increase shall be one and one half (1 ½%) percent. In the event such inflation rate is five (5%) percent or above, the salary increase shall be four and one half (4 ½%) percent. However, in the event such inflation rate is ten (10%) percent or above, the salary increase shall be five (5%) percent.
- (B) The Town agrees that it shall be the policy of the Town to equalize the pay rate of employees who perform like duties. This shall be done over the term of the contract.
- (C) The minimum wage to be paid by the Town to any new employee hired by the Town shall be equal to \$14.0357 adjusted by the Cost of

Living Rate described in Section (A) above. It is understood that the minimum wage becomes effective for new employees only after the successful completion of a twenty-six (26) week probationary term of employment. Employees hired after January 1, 1997 and prior to March 1, 1997, shall be considered for the purposes of salary, vacation, sick and personal accruals the same as those employees hired prior to January 1, 1997.

- (D) Employees appointed to the following titles subsequent to the March 1, 1997 shall be paid an hourly rate of \$14.0357 (unless at the time of the appointment they already hold one of these same titles) and shall thereafter receive the percentage increases as set forth in paragraph A herein: Assistant Automotive Mechanic I, Assistant Maintenance Mechanic I, Cashier, Custodial Worker I, Driver Messenger, Guard, Kennel Attendant, Laborer, Mail Clerk, Materiel Control Clerk I, Neighborhood Aide, Security Guard, Senior Citizen Bus Supervisor, Town Custodial Supervisor.

However, after such employee has worked full time for the Town for five (5) years, or when such employee is promoted to a higher title than those set forth above, whichever comes first, he/she shall be compensated at the rate the employee would be receiving if the appointment were prior to March 1, 1997.

SECTION 2: Longevity.

All full-time employees whose tenure with the Town of Brookhaven is five (5) years or longer of continuous duration shall receive additional compensation on or about their anniversary date as defined by the following longevity program schedule:

	<u>2002-2011</u>
For full-time employees who have celebrated their fifth anniversary and each and every anniversary thereafter through their ninth anniversary;	\$400
tenth anniversary and each and every anniversary thereafter through their fourteenth anniversary;	\$550
fifteenth anniversary and each	\$650

and every anniversary thereafter
through their nineteenth
anniversary; and

twentieth anniversary and each
anniversary thereafter.

\$800

SECTION 3: Longevity/Retirement/Death.

In the event of an employee's voluntary retirement, disability retirement or death, any longevity payment due to be paid to said employee shall be paid to the employee's beneficiary or estate on a pro rata basis determined by the ratio of full months of service in that year divided by twelve, pursuant to Section 1310 of the Surrogate Court Procedure Act.

SECTION 4: Compensation for Out of Title Work.

Any employee who works out of title and who holds a permanent title below "lead man" shall be paid the higher salary upon the completion of one complete day in that higher title until the employee returns to work in the employee's permanent title. For any employee whose permanent position is that of "lead man" or a higher position, that employee shall be required to complete ten (10) days in the higher title before that employee is entitled to receive pay for the higher title work. In such a situation, payment for work at the higher title shall commence on the eleventh (11th) day in which the employee performs the work in the higher title. For the purposes of this Section, a complete day commences upon the completion of one-half the scheduled work day. After completion of ten (10) working days, those employees who are required to complete the 10-day clause and all other employees who work in a high title position will be compensated on an hour-for-hour basis. The Commissioner/Comptroller shall make payment to the employees in accordance with this provision on a quarterly basis.

ARTICLE VII WORK WEEK, WORK DAY AND OVERTIME

SECTION 1: Work Week; Work Day.

The work week for employees of the Town of Brookhaven shall in no event be in excess of forty (40) hours, consisting of five (5) consecutive work days, not in excess of eight (8) hours per day, Monday through Friday, except that of shift differential employees regularly assigned a work shift other than the normal usual work day or work shift, and that of employees in a department which by necessity of operation require their presence, to wit: Department of Parks, Recreation and Human Resources; Department of Public Safety/Division of Code Enforcement-Security and Division of Animal Shelter; Department of Planning, Environment and

Development/Division of General Aviation and Streetlighting and Department of Waste Management. In no event shall this be construed to extend the work week beyond forty (40) hours. Should the Town create additional departments and/or divisions, they shall be deemed encompassed within this provision.

Employees shall be required to fill out their time sheets on a daily basis when they arrive at and leave work, and shall sign their own time sheets. Exceptions to the foregoing shall be permitted only with the approval of the Commissioner.

SECTION 2: Hourly Employee Work Week.

Hourly employees shall have a work week not exceeding forty (40) hours consisting of five (5) consecutive work days not in excess of eight (8) hours per day, Monday through Friday, 8:00 a.m. to 4:30 p.m. except during the period when Daylight Savings Time is in effect, employees in the Blue Collar Unit shall work a shift which shall commence one (1) hour prior to the employee's normal shift and end one (1) hour earlier than an employee's normal shift. The institution of these special summer hours shall not take effect until and unless the Union members agree to their institution. This shall be done on a Town department basis.

SECTION 3: Time off.

All employees shall have two (2) consecutive twenty-four (24) hour days, a total of forty-eight (48) consecutive hours, off each week.

SECTION 4: Overtime.

- (A) All employees shall receive overtime at the rate of time and one-half for work hours or any part thereof in excess of the hours of work established in Section 1 of this Article except that employees required to work overtime on the seventh (7th) work day of any week shall be compensated at the rate of double time, provided, however, that in order for employees to be eligible to receive overtime and premium pay, they must first be paid for a full work week of 40 hours, including authorized pay time off, at their regular hourly rate.
- (B) When an employee works overtime he or she can opt to be paid for it with his normal weekly pay for the week in which the overtime was worked or can opt to be paid for it at the end of the year.
- (C) In situations where the Supervisor of the Town declares an emergency to exist and orders Town offices closed, any employee required to assist in the emergency or who remains at work shall be paid for that time plus overtime at the rate of time and one-half for

hours worked from the time that the Supervisor declared the emergency to the end of the employee's normal work shift.

- (D) When employees assigned to the Division of General Aviation and Streetlighting are required to work on snow removal at the Division of General Aviation and Streetlighting the Senior Airport Attendant shall be required to be present for supervisory purposes in the event that the Commissioner/Department Head or his/her designee at the Airport is unable to be present at the Airport within one (1) hour of the notice of emergency.
- (E) Regular full-time employees within a classification shall have preference for overtime.
- (F) Before employees shall be required to work overtime in inverse order of seniority, it shall first be offered to, and refused by, all qualified and affected employees consistent with existing practices.

SECTION 5: Call Out Overtime.

Employees who are called out for overtime work will be governed as follows:

- (A) The Town, through the Commissioner/Department Head or his/her designee, shall determine when and how many employees are called out for overtime. This shall not be interpreted to permit the Town to subcontract out work in violation of the Taylor Law.
- (B) Overtime pay will commence one-half hour from the time they are called by the department. In the event that the employee so called out reports sooner than the one-half hour above allotted, his overtime shall commence from the time he or she reports to his or her work station.
- (C) An employee so called out will be allowed a reasonable time to report to work.
- (D) An employee so called out shall be guaranteed two (2) hours overtime work, unless the call out is for snow removal in which case the guarantee is for four (4) hours. In addition, employees first called out after 12:00 a.m. and before 6:00 a.m. shall receive a guarantee of four (4) hours. However, when call out occurs within two (2) hours prior to the commencement of the normal workday, the four (4) hours guarantee does not apply and an employee so called out is guaranteed overtime until the normal workday commences. Employees called out between the hours of 12:00 a.m. and 8:00 a.m.

on Saturday and Sunday shall be guaranteed a minimum of four (4) hours. Call outs occurring between the hours of 8:01 a.m. and 11:59 p.m. shall be guaranteed two (2) hours. Employees called out on a holiday shall receive the same guaranteed hours as Saturdays and Sundays. Snow removal shall be defined as any work pertaining to snow and/or ice removal, including but not limited to "salting", "sanding" and/or "plowing".

- (E) In instances where overtime exists, foremen shall be utilized to perform supervisory duties only. The Town agrees to offer overtime to employees on an equal basis whenever possible, and in accordance with their job titles and their normal work routine. Foremen called out on overtime shall be utilized for the purpose of supervising, except in extraordinary emergency conditions.

SECTION 6: Shift Differential.

Any employee who actually works the majority of that employee's shift during hours other than 8:00 a.m. to 4:30 p.m. shall be compensated at the normal rate and an additional 10% of the employee's hourly or bi-weekly pay rate. This clause, however, applies only for those hours actually worked and shall not apply for any hours for which an employee is paid but does not report to work.

ARTICLE VIII HOLIDAYS

The following holidays shall be allowed as days off with pay:

2002

New Year's Day	January 1, 2002 (Tuesday)
Martin Luther King, Jr. Day	January 21, 2002 (Monday)
Lincoln's Birthday	February 12, 2002 (Tuesday)
Washington's Birthday	February 18, 2002 (Monday)
Good Friday	March 29, 2002 (Friday)
Memorial Day	May 27, 2002 (Monday)
Independence Day	July 4, 2002 (Thursday)
Labor Day	September 2, 2002 (Monday)
Columbus Day	October 14, 2002 (Monday)
Election Day	November 5, 2002 (Tuesday)
Veterans Day	November 11, 2002 (Monday)
Thanksgiving Day	November 28, 2002 (Thursday)
Thanksgiving Day Weekend	November 29, 2002 (Friday)
1/2 Day Christmas Eve	December 24, 2002 (Tuesday)
Christmas Day	December 25, 2002 (Wednesday)
1/2 Day New Year's Eve	December 31, 2002 (Tuesday)

2003

New Year's Day	January 1, 2003 (Wednesday)
Martin Luther King, Jr. Day	January 20, 2003 (Monday)
Lincoln's Birthday	February 12, 2003 (Wednesday)
Washington's Birthday	February 17, 2003 (Monday)
Good Friday	April 18, 2003 (Friday)
Memorial Day	May 26, 2003 (Monday)
Independence Day	July 4, 2003 (Friday)
Labor Day	September 1, 2003 (Monday)
Columbus Day	October 13, 2003 (Monday)
Election Day	November 4, 2003 (Tuesday)
Veterans Day	November 11, 2003 (Tuesday)
Thanksgiving Day	November 27, 2003 (Thursday)
Thanksgiving Day Weekend	November 28, 2003 (Friday)
1/2 Day Christmas Eve	December 24, 2003 (Wednesday)
Christmas Day	December 25, 2003 (Thursday)
1/2 Day New Year's Eve	December 31, 2003 (Wednesday)

2004

New Year's Day	January 1, 2004 (Thursday)
Martin Luther King, Jr. Day	January 19, 2004 (Monday)
Lincoln's Birthday	February 12, 2004 (Thursday)
Washington's Birthday	February 16, 2004 (Monday)
Good Friday	April 9, 2004 (Friday)
Memorial Day	May 31, 2004 (Monday)
Independence Day	July 4, 2004 (Sunday)
Labor Day	September 6, 2004 (Monday)
Columbus Day	October 11, 2004 (Monday)
Election Day	November 2, 2004 (Tuesday)
Veterans Day	November 11, 2004 (Thursday)
Thanksgiving Day	November 25, 2004 (Thursday)
Thanksgiving Day Weekend	November 26, 2004 (Friday)
1/2 Day Christmas Eve	December 24, 2004 (Friday)*
Christmas Day	December 25, 2004 (Saturday)**
1/2 Day New Year's Eve	December 31, 2004 (Friday)*

2005

New Year's Day	January 1, 2005 (Saturday)**
Martin Luther King, Jr. Day	January 17, 2005 (Monday)
Lincoln's Birthday	February 12, 2005 (Saturday)
Washington's Birthday	February 21, 2005 (Monday)
Good Friday	March 25, 2005 (Friday)

Memorial Day
 Independence Day
 Labor Day
 Columbus Day
 Election Day
 Veterans Day
 Thanksgiving Day
 Thanksgiving Day Weekend
 1/2 Day Christmas Eve
 Christmas Day
 1/2 Day New Year's Eve

May 30, 2005 (Monday)
 July 4, 2005 (Monday)
 September 5, 2005 (Monday)
 October 10, 2005 (Monday)
 November 8, 2005 (Tuesday)
 November 11, 2005 (Friday)
 November 24, 2005 (Thursday)
 November 25, 2005 (Friday)
 December 24, 2005 (Saturday)****
 December 25, 2005 (Sunday)***
 December 31, 2005 (Saturday)****

2006

New Year's Day
 Martin Luther King, Jr. Day
 Lincoln's Birthday
 Washington's Birthday
 Good Friday
 Memorial Day
 Independence Day
 Labor Day
 Columbus Day
 Election Day
 Veterans Day
 Thanksgiving Day
 Thanksgiving Day Weekend
 1/2 Day Christmas Eve
 Christmas Day
 1/2 Day New Year's Eve

January 1, 2006 (Sunday)***
 January 16, 2006 (Monday)
 February 12, 2006 (Sunday)
 February 20, 2006 (Monday)
 April 14, 2006 (Friday)
 May 29, 2006 (Monday)
 July 4, 2006 (Tuesday)
 September 4, 2006 (Monday)
 October 9, 2006 (Monday)
 November 7, 2006 (Tuesday)
 November 11, 2006 (Saturday)
 November 23, 2006 (Thursday)
 November 24, 2006 (Friday)
 December 24, 2006 (Sunday)****
 December 25, 2006 (Monday)
 December 31, 2006 (Sunday)****

2007

New Year's Day
 Martin Luther King, Jr. Day
 Lincoln's Birthday
 Washington's Birthday
 Good Friday
 Memorial Day
 Independence Day
 Labor Day
 Columbus Day
 Election Day
 Veterans Day
 Thanksgiving Day
 Thanksgiving Day Weekend

January 1, 2007 (Monday)
 January 15, 2007 (Monday)
 February 12, 2007 (Monday)
 February 19, 2007 (Monday)
 April 6, 2007 (Friday)
 May 28, 2007 (Monday)
 July 4, 2007 (Wednesday)
 September 3, 2007 (Monday)
 October 8, 2007 (Monday)
 November 6, 2007 (Tuesday)
 November 11, 2007 (Sunday)
 November 22, 2007 (Thursday)
 November 23, 2007 (Friday)

1/2 Day Christmas Eve
Christmas Day
1/2 Day New Year's Eve

December 24, 2007 (Monday)
December 25, 2007 (Tuesday)
December 31, 2007 (Monday)

2008

New Year's Day
Martin Luther King, Jr. Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veterans Day
Thanksgiving Day
Thanksgiving Day Weekend
1/2 Day Christmas Eve
Christmas Day
1/2 Day New Year's Eve

January 1, 2008 (Tuesday)
January 21, 2008 (Monday)
February 12, 2008 (Tuesday)
February 18, 2008 (Monday)
March 21, 2008 (Friday)
May 26, 2008 (Monday)
July 4, 2008 (Friday)
September 1, 2008 (Monday)
October 13, 2008 (Monday)
November 4, 2008 (Tuesday)
November 11, 2008 (Tuesday)
November 27, 2008 (Thursday)
November 28, 2008 (Friday)
December 24, 2008 (Wednesday)
December 25, 2008 (Thursday)
December 31, 2008 (Wednesday)

2009

New Year's Day
Martin Luther King, Jr. Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veterans Day
Thanksgiving Day
Thanksgiving Day Weekend
1/2 Day Christmas Eve
Christmas Day
1/2 Day New Year's Eve

January 1, 2009 (Thursday)
January 19, 2009 (Monday)
February 12, 2009 (Thursday)
February 16, 2009 (Monday)
April 10, 2009 (Friday)
May 25, 2009 (Monday)
July 4, 2009 (Saturday)
September 7, 2009 (Monday)
October 12, 2009 (Monday)
November 3, 2009 (Tuesday)
November 11, 2009 (Wednesday)
November 26, 2009 (Thursday)
November 27, 2009 (Friday)
December 24, 2009 (Thursday)
December 25, 2009 (Friday)
December 31, 2009 (Thursday)

2010

New Year's Day
Martin Luther King, Jr. Day

January 1, 2010 (Friday)
January 18, 2010 (Monday)

Lincoln's Birthday	February 12, 2010 (Friday)
Washington's Birthday	February 15, 2010 (Monday)
Good Friday	April 2, 2010 (Friday)
Memorial Day	May 31, 2010 (Monday)
Independence Day	July 4, 2010 (Sunday)
Labor Day	September 6, 2010 (Monday)
Columbus Day	October 11, 2010 (Monday)
Election Day	November 2, 2010 (Tuesday)
Veterans Day	November 11, 2010 (Thursday)
Thanksgiving Day	November 25, 2010 (Thursday)
Thanksgiving Day Weekend	November 26, 2010 (Friday)
1/2 Day Christmas Eve	December 24, 2010 (Friday)*
Christmas Day	December 25, 2010 (Saturday)**
1/2 Day New Year's Eve	December 31, 2010 (Friday)*

2011

New Year's Day	January 1, 2011 (Saturday)**
Martin Luther King, Jr. Day	January 17, 2011 (Monday)
Lincoln's Birthday	February 12, 2011 (Saturday)
Washington's Birthday	February 21, 2011 (Monday)
Good Friday	April 22, 2011 (Friday)
Memorial Day	May 30, 2011 (Monday)
Independence Day	July 4, 2011 (Monday)
Labor Day	September 5, 2011 (Monday)
Columbus Day	October 10, 2011 (Monday)
Election Day	November 8, 2011 (Tuesday)
Veterans Day	November 11, 2011 (Friday)
Thanksgiving Day	November 24, 2011 (Thursday)
Thanksgiving Day Weekend	November 25, 2011 (Friday)
1/2 Day Christmas Eve	December 24, 2011 (Saturday)****
Christmas Day	December 25, 2011 (Sunday)
1/2 Day New Year's Eve	December 31, 2011 (Saturday)***

In the event any of the above holidays fall on a Sunday, the day off allowed with pay will be the following Monday. If any of the above holidays fall on a Saturday, the day off allowed with pay will be the preceding Friday. All Departments shall make every effort to post a work schedule at least two (2) weeks prior to a scheduled Town Holiday.

Employees who work other than Monday through Friday shall be given a day off in lieu of a holiday which falls on their normal day off. The day off given shall be contiguous with their two normal days off when the holiday falls on a Monday or Friday.

* The half-day off allowed with pay will be the preceding Thursday.

- *** The day off allowed with pay will be the preceding Friday.
- *** The day off allowed with pay will be the following Monday.
- *** The ½ day off allowed with pay will be the preceding Friday.

ARTICLE IX
VACATIONS, SICK TIME, LEAVES, WITH AND
WITHOUT COMPENSATION & SEMINARS

SECTION 1: Vacations.

- (A) Vacation time shall be allowed to full-time employees according to the vacation schedule. (See Exhibit C) Employees shall be permitted to accrue vacation time on a prorated monthly basis. The Town shall furnish each employee with the current accrued vacation total by noting the same on the employee's pay stub. The above schedule will be consistently administered in accordance with established Town policy. New employees during their probation period of employment shall accrue vacation time, but shall not be permitted to use such time until after being granted permanent status. Should a probationary employee be terminated, no accrued vacation time shall be paid said employee.
- (B) The exact time during which vacation may be drawn by an employee shall be subject to the prior approval of the Commissioner/Department Head, or his/her designee and all vacations shall be taken in full weeks except that an employee may, with the approval of the employee's Commissioner/Department Head, or his/her designee, take vacation time in single days. Whenever an employee is denied vacation time at a certain time, the employee's Commissioner/Department Head or his/her designee shall be required to orally state to the employee upon request the reason for such denial.
- (C) For other than summer vacations, a written vacation request submitted between sixty (60) and ninety (90) calendar days prior to the requested start date, shall be given a definite written response to the request within fifteen (15) days of submission.
- (D) All employees shall be entitled to take one week of their vacation during the months of July and August provided that same does not interfere with the orderly administration of the department as determined by the Commissioner/Department Head, or his/her designee.

- (E) Employees who become ill when on their vacation time may use their sick time, if any, to that part of their vacation during which they are ill for the remainder of their illness, provided that a doctor's certificate is submitted by the employee when reporting back to work.
- (F) Employees on vacation who by necessity must use funeral time, may use their funeral time and are not required to use vacation time provided that they contact their Commissioner/Department Head or his/her designee or foreman and make the necessary arrangements.
- (G) At the time of employee's separation from service, for any reason, or at the time of a probationary employee's death, such employee shall be paid in full for accumulated vacation days plus prorated vacation days for the current year. In the event of any employee's death, the widow, widower, estate or beneficiary of the deceased employee, shall be compensated in full for accumulated vacation days plus prorated vacation days for the current year, pursuant to Section 1310 of the Surrogate Court Procedure Act. Vacations shall be noncumulative, and be taken in the anniversary year, unless otherwise recommended by the Commissioner/Department Head or his/her designee. In no case shall vacations be accumulated for more than two (2) years.
- (H) Any employee who has worked a minimum of ten (10) years with the Town and whose retirement is imminent may, with the approval of his/her Commissioner/Department Head or his/her designee, utilize accrued sick leave and vacation time prior to the effective date of retirement.
- (I) Employees may request vacation pay prior to vacation provided the request is submitted with the regular time sheet, and the vacation pay is for whole weeks. The vacation pay will be paid on the regular payday.
- (J) The Commissioner or his/her designee, in his/her sole discretion in any given pay period but not to exceed a total of four pay periods in any calendar year, except with the approval of the Supervisor or Deputy Supervisor, may request on a rotating basis one or more employees who have accrued two years vacation to forego taking vacation time because of the needs of the Town. No employee shall be required to honor said request. In such event vacation time shall be converted to sick leave and placed in the employee's sick leave bank. In no event, however, shall an employee be paid for more than 290 sick days.

- (K) Employees hired on a full time basis after March 1, 1997 shall receive a pro-rated vacation schedule which provides the following:

After 1 year - 10 days

After 4 years - 12 days

After 5 years - 15 days

After such employee has worked full time for the Town for five (5) years, or when such employee is promoted to a higher title than those set forth in Article VI §1(H), whichever comes first, he/she shall receive the same vacation entitlement as employees who were employed prior to March 1, 1997. (See Exhibit D)

SECTION 2: Sick Leave

- (A) Sick leave is accumulated by full-time employees at the rate of one-half day for each payroll period and not to exceed thirteen (13) days for the year.

Employees hired on a full time basis after March 1, 1997 shall be entitled to a maximum of ten (10) sick days a year. However, after such employee has worked full time for the Town for five (5) years, or when such employee is promoted to a higher title than those set forth in Article VI §1(H), whichever comes first, he/she shall receive the same sick leave entitlement as those employees who were hired prior to March 1, 1997. (See Exhibit A)

- (B) Upon the termination of employment, a full-time employee shall be compensated in cash based on the employee's salary or wages at the time of said termination for accumulated sick days not used up to a maximum of two hundred and ninety (290) days. Effective January 1, 1990 new employees shall not be compensated for accrued sick leave if they are terminated for cause, and such employees, who resign their employment prior to their fifth anniversary of full-time employment, shall not be compensated for accumulated sick leave. In the event of the death of an employee, the widow, widower, estate or beneficiary of the deceased shall be entitled to cash for all sick days accumulated, without limitation, pursuant to Section 1310 of the Surrogate Court Procedure Act.
- (C) In the event an employee reports to work and then becomes sick, he/she will be charged for each hour or part thereof that he/she is not present at work that day.
- (D) A Commissioner/Department Head or his/her designee may require a doctor's certificate from an employee who is absent due to illness

after the employee is absent for four (4) consecutive sick days. The Commissioner/Department Head or his/her designee must submit the reasons for requiring the doctor's certificate in writing to the employee.

- (E) An employee absent on sick leave shall notify the employee's Commissioner/Department Head or his/her designee on each day of the employee's illness unless otherwise specified on the first day of illness. Notification pursuant to this Section must be made no later than one (1) hour after the start of the employee's work shift. If, however, the employee's work period is other than normal, such notification shall be given by said employee to the Commissioner/Department Head or his/her designee two (2) hours prior to the start of the working period. In the event such notification is not given, said employee will not be paid for such time unless the employee submits an affidavit stating that notification was impossible due to sudden illness or sudden circumstances, along with a medical certificate properly signed by the employee's doctor.
- (F) Abuse of sick leave will be grounds for disciplinary action and the Commissioner/Department Head or his/her designee may require a medical certificate. The Commissioner/Department Head or his/her designee shall notify the unit representative of such disciplinary action.
- (G) Commissioner/Department Head or his/her designee may require a doctor's certificate from an employee when an employee is absent the day before or the day after a holiday, or the employee's vacation leave, if a pattern develops. A Commissioner/Department Head or his/her designee must submit the request under this subdivision for a doctor's certificate in writing to the employee.

SECTION 3: Workers' Compensation.

Employees who are injured in the course of their employment shall continue to receive their normal full salary for a period not to exceed twenty-six (26) weeks for each five (5) year period of this contract commencing on January 1, 2002 through December 31, 2006 and January 1, 2007 through December 31, 2011. Employees hired after January 1, 2002 are entitled to the twenty-six (26) weeks on a pro-rated basis. Such payments will commence with a determination by the Town's insurance carrier that such injury is a compensable injury as defined by the Workers' Compensation Law, or in the event that such determination is adverse to the employee, commencing with a determination to the contrary by the Workers' Compensation Board. Until such determination is made, employees may utilize their sick leave allowance to receive pay for days not worked because of such injury, provided however, that in the event of permanent disability, salary shall

cease when a final determination of disability has been made, but in no event shall more than twenty-six (26) weeks salary be paid and provided further that if an employee is obliged to be absent from work because of injuries received during the course of employment, no days shall be deducted from an employee's accumulated sick leave (except as provided above) or vacation time during such twenty-six (26) week period if a finding is made in the compensation proceeding that the employee is disabled other than permanently and during such twenty-six (26) week period the employee continues to earn his full benefits. By reason of the foregoing, any compensation benefits received by an employee from the Town or insurance carrier for any part of the twenty-six (26) week period shall be assigned to the Town by said employee.

Effective January 1, 2001, notwithstanding the foregoing, if an employee has a work-related injury, which the Town and the Union agree is catastrophic, no time shall be charged to the twenty-six (26) week period. The employee shall be paid for the period of time he/she is unable to perform their current Civil Service job specification for the Town, up to twenty-six (26) weeks, per catastrophic injury. Employees must request that their injury be considered catastrophic within sixty (60) days of said injury. Written notification to the Town must be accompanied by proper medical documentation. The Town's doctor and the employee's doctor shall consider the following factors in making their determination as to whether the injury is catastrophic. The specific accident including date, the specific injury claimed by the employee to be catastrophic and whether the employee is totally disabled taking into consideration the employee's current civil service job specification. In the event the employee's doctor and the Town's doctor are unable to agree on the case for catastrophic injury, a committee shall be convened, formed by one representative from each of the three bargaining units and three representatives from the Town. The committee shall be responsible for reviewing the merits of the case based on recommendations from each of the doctors and make a determination as to whether the injury shall be deemed catastrophic. The determination of the committee shall be binding on the Union and the Town.

In the event the employee does not agree with the committee's determination, the employee has the right to appeal the decision by seeking the determination of a third doctor, from a list of eligible doctors provided by the committee, at his/her sole expense. The committee will honor the determination of said third doctor. It is further understood that if the committee can not reach a determination then the committee will refer the determination to a third doctor, from a list of eligible doctors provided by the committee, at the Town's expense. The determination of said third doctor should be final and binding on all parties.

Upon expiration of the collective bargaining agreement, all employees shall receive a maximum of twenty-six (26) weeks per sixty (60) month period in which to receive the benefits hereunder. The sixty- (60) month period for those employed at the time this collective bargaining agreement expires shall begin

January 1, 2012. The five- (5) year period for those hired after January 1, 2012, shall begin upon hiring. The provisions of the clause shall remain in full force and effect until such time as modified by the parties in a future collective bargaining agreement.

It is agreed that the Town and the C.S.E.A. shall establish a Worker's Compensation Committee with equal representation from both sides to review all questions that arise from Worker's Compensation and advise the Town Supervisor as to any recommendations that Committee might have. Solely the Town Supervisor shall determine the acceptance or rejection of the recommendations.

A committee shall be formed with an equal number of representatives from the bargaining units and the Town for the purpose of exploring various ways to reduce the Town's expense in funding workers' compensation benefits under Article IX, Section 3. Any agreements reached by the committee representatives would have to be reduced to writing and agreed to by the unit and the Town before implementation.

SECTION 4: Leaves of Absence.

- (A) Leaves of absence without pay will be granted in accordance with Rule 18 of the Rules of the Classified Civil Service of Suffolk County, and in accordance with Section 243 of the Military Law of the State of New York.
- (B) The officers of the C.S.E.A. or its authorized representatives shall be entitled to attend its conventions and authorized special meetings, subject to the approval of the Town Board at no loss of time. A list of current officers shall be furnished by the Unit representative to the Office of the Supervisor. There will be one officer for each representative unit who shall be designated by said unit for the purpose of adjusting employee complaints, of assisting in the administration of this Agreement, and who shall be permitted to devote time to fulfill these obligations, which have as their purpose the maintenance of harmonious and cooperative relations between the Town and its employees and the uninterrupted operation of government. Upon special request from the President of the Unit or authorized designee and with the agreement of the Commissioner/Department Head or his/her designee affected, the Unit shall be permitted to designate a second officer for the purpose of assisting in the adjusting of complaints and the administering of this Agreement.
- (C) Child Care Leave. Upon request, tenured as well as probationary employees will be granted leaves of absence without pay not to exceed six (6) months, subject to the approval of the Town Board.

Employees obtaining such leave shall be reinstated in the same or comparable position upon their return.

- (D) Any employee shall be excused without loss of pay for the purpose of taking examinations as ordered by Selective Service.
- (E) In the event an employee was previously employed by the Town in a full time position for which accruals were granted, that employee shall receive credit for such previous full time service with the Town for the purpose of accruals and longevity.
- (F) An authorized leave of absence, for whatever reason, freezes that employee's seniority. However, employees out on authorized leave of absences for 1) child care up to one year, 2) Medical leave up to one year or 3) Leave pursuant to the Family Medical Leave Act shall continue to accrue seniority.
- (G) The practice which has existed in the Town immediately preceding the execution of this contract, respecting extended leaves of absence for illness/disability, shall be contractually in effect as of July 23, 1986. In addition, an employee who has been out on such leave for one year, and is physically unable to return to work, may receive an additional leave of absence for up to one year during which time health insurance benefits shall be provided. The Town will endeavor to hold that employee's job after the first year's leave of absence has expired. If the position cannot be held, the employee will be put on a preferred recall list.
- (H) Employees who are on an approved leave of absence, for other than medical reasons, shall be permitted to continue their health insurance benefits at their own expense to the extent permitted by the Town's health insurance plan, at the prevailing group rate.
- (I) Leave without Pay.
 - (1) Payroll Date. Those employees who are not paid for a full work week (40 hours) at their regular hourly rate of pay will be considered on a leave without pay and will have their payroll date adjusted on a semi-annual basis. It shall be understood for the purpose of adjusted seniority, longevity and vacation accruals that eight cumulative hours shall constitute one lost day and for the purposes of rounding the cumulative total, four or more hours shall equal one day. The employee's payroll

date is used to determine their seniority, longevity and vacation accruals.

- (2) Overtime. In order for an employee to be eligible for overtime pay, said employee must be paid for a full work week (40 hours, including authorized paid time off) at his/her regular hourly rate of pay. In no event shall an employee who is ineligible for overtime pay, be substituted on the rotating overtime list for an eligible employee as set forth in this article. Overtime shall mean time worked over an eight-hour day or time worked over a forty-hour week.

SECTION 5: Funeral Leave.

A permanent full-time, annual salaried or hourly employee shall be entitled, without charge against either accumulated vacation, overtime, sick leave or personal leave time, funeral leave, with pay, as follows:

No more than five (5) working days for bereavement of the following members of an employee's family: husband, wife, son, daughter, father, mother, sister, brother, grandparents, grandchildren, mother-in-law and father-in-law. In the case of other family members, one day shall be granted.

SECTION 6: Personal Leave.

- (A) Full-time annual salaried or hourly employees shall be entitled to personal leave not exceeding a total of five (5) days per year. Effective January 1, 1990, new full-time employees shall have the five (5) personal days prorated during their first calendar year of employment. Unused personal days will be added to sick leave accruals at the end of each year.

Employees hired on a full time basis after March 1, 1997 shall be entitled to a maximum of three (3) days per year. However, after such employee has worked for the Town for five (5) years, or when such employee is promoted to a higher title than those set forth in Article VI §1(H), whichever comes first, he/she will receive the same personal leave entitlement as employees who were employed by the Town prior to March 1, 1997. (See Exhibit B)

- (B) Any employee intending to use personal leave time shall notify employee's Commissioner/Department Head or his/her designee of such intention at least three (3) days in advance of such personal time leave except in case of emergency. Emergencies shall be

determined by the employee intending to use personal leave pursuant to this Section.

- (C) In the event of the death of a full-time permanent employee, the widow, widower, estate or beneficiary of the deceased employee shall be compensated in full for any outstanding personal days, computed on the basis of said employee's salary or wages at the time of said employee's death, pursuant to Section 1310 of the Surrogate Court Procedure Act.

SECTION 7: Seminars and Tuition.

Full-time permanent employees requesting attendance at seminars and educational workshops at Town expense, shall submit such request in writing to the Commissioner/Department Head or his/her designee who shall respond to such request in writing within ten (10) days. Those employees who receive approval from both the Commissioner/Department Head or his/her designee and the Town Board shall receive compensation at their salary rate, exclusive of weekends and holidays.

The Town of Brookhaven will reimburse employees for job related higher education courses and courses relating to a university or college degree program. The maximum annual reimbursement per employee shall be Five Hundred (\$500.00) Dollars. The amount of reimbursement shall be calculated at the percentage of paid tuition on the following schedule:

Grade A - 75 percent
Grade B - 50 percent
Grade C - 25 percent

The Town shall make the final determination whether a course or courses taken by an employee is applicable to that employee's job duties and thereby reimbursable.

SECTION 8: Dismissal of Probationary Employees.

Any employee on probation who is dismissed prior to the end of such probationary period shall not be entitled to reimbursement for accrued vacation time, sick leave or personal leave time. Such employees are also exempted from Article XIII of this Agreement.

ARTICLE X
HEALTH INSURANCE, PENSION, C.S.E.A. PACKAGE 7 PLAN,
AND DISABILITY BENEFITS

SECTION 1A: Health Insurance.

The Town of Brookhaven will continue to provide the level of health insurance benefits as of the date of this Agreement as long as they are offered by the State (currently the Empire Plan plus enhancements). Such payment shall continue for three (3) months after the employee is off the payroll provided said employee has filed for a disability waiver. The Town agrees to offer, as mandated by law, an option, to all full-time employees, the benefits of the Certified Health Maintenance Organizations. The Town agrees to pay the cost of this option for the full-time employee. The maximum premium that the Town will pay under this plan shall be equal to the highest cost plan now offered under the New York State Plan. Effective January 1, 1990, new employees shall be covered by the foregoing insurance no later than thirty (30) days following their commencement of employment.

A committee shall be formed with an equal number of representatives from management and each bargaining unit for the purpose of exploring the feasibility of the Town withdrawing from the Empire Plan. It is intended that the committee will review alternate means of providing equal or greater health insurance benefits to the employees of the Town.

The Town shall provide its employees a health insurance plan which provides benefits substantially comparable to that provided by the Empire Plan Core Plus Enhancements. Prior to implementing such a plan, the Town shall provide copies of the plan to C.S.E.A. which shall have 45 days to review and analyze it. The Town shall cooperate in providing all relevant information requested by C.S.E.A.. Should C.S.E.A. object to the institution of the new plan, the issue shall be submitted to an arbitration panel which shall be appointed within 45 days of the original date the plan was provided to C.S.E.A. The panel shall be comprised of three persons with expertise in health insurance. Each party shall designate one member. These two members shall select the third. If they are unable to agree, the third member shall be selected through the procedures of the American Arbitration Association.

The panel shall have the authority to hold hearings and review submissions of the parties, and shall render a decision no later than 45 days following its appointment, as to whether the Town was arbitrary and capricious in determining that the plan provides benefits comparable to that provided by the Empire Plan Core Plus Enhancements.

The new plan shall not be instituted by the Town unless C.S.E.A. consents, which consent shall not be unreasonably withheld, or the arbitration panel finds in the Town's favor.

SECTION 1B: Voluntary Declination/Cancellation of Coverage.

Employees may forego their health insurance and receive payment of One Thousand (\$1,000.00) Dollars for family coverage, or Five Hundred (\$500.00) Dollars for single coverage, for each year, prorated on a monthly basis. Payment shall be made at the end of each calendar year. Employees shall have the option of opting in and out of health insurance once per calendar year by executing a form to be provided by the Town. The above amounts shall be adjusted as follows depending upon the number of employees who opt out of the health insurance, as calculated on a monthly basis.

56-125 employees	\$2,000.00 for family coverage \$1,000.00 for single coverage
over 125 employees	\$3,000.00 for family coverage \$1,500.00 for single coverage

SECTION 1C: Retirees/Health Insurance.

Pursuant to the New York State Retirement System, the Town shall pay health insurance premiums for its retired employees. For those employees who retire after five (5) years of service with the Town, but who have not yet reached retirement age, according to Tier the Town shall continue their health insurance which is to be fully paid by the employee until the employee reaches retirement age according to Tier.

Full time employees appointed after March 1, 1997 must be employed full time for at least five (5) years in order for the Town to pay health insurance premiums for them after they have retired.

Retiring employees who are scheduled to retire on or after January 1, 1992, shall receive prior to their retirement an individual agreement executed by the Town, guaranteeing that their health insurance benefits will be paid throughout their retirement to the same extent that such health insurance benefits were paid for at the time of retirement. For example, if at the time of retirement, the employee's health insurance benefits were fully paid for, the Town will continue to fully pay for them into the employee's retirement. If the employee was contributing a portion of the health insurance costs at the time of retirement, then the employee will continue to contribute that same portion into retirement, and that amount or rate, whichever is applicable, cannot be unilaterally increased by the Town. Such agreement shall guarantee that health insurance coverage is provided through the same plan for retirees as it is for active employees. Nothing contained in this

paragraph shall limit or expand the Town's rights concerning the provision of health insurance benefits to employees who retired prior to January 1, 1992.

The Town agrees to continue dental and optical coverage for those retired employees who have completed a minimum of five (5) years service with the Town. The Town agrees to provide those employees who retire after completing a minimum of five (5) years service with the Town the option of financing optical and dental premiums from accrued sick time or to make a cash payment to the Town covering six (6) months premiums in advance.

SECTION 1(D): Survivor Benefit

The surviving dependent(s) of 1) an employee who retires after January 1, 2001 or 2) an active employee who dies after January 1, 2001 and who was eligible to retire, shall be entitled to health insurance coverage pursuant to Section 252 of the New York Government Employee Health Insurance Program Manual for Participating Subdivisions provided they pay 25% of the cost or such amount or share as may be specified in Section 252.

If an active employee dies after January 1, 2001, and was not of retirement age, but otherwise meets the eligibility requirements set forth in Section 252, the surviving dependent(s) shall be entitled to health insurance coverage provided they pay the full cost of said insurance until such time as the employee would have reached the age of retirement, and thereafter the surviving dependent(s) shall pay 25% of the cost or such amount or share as may be specified in Section 252.

SECTION 2: Pensions.

- (A) The New York State Retirement Plan, currently in effect for full-time employees, shall be pursuant to the provisions of applicable Retirement and Social Security Law.
- (B) A guarantee death benefit will be provided for full-time employees pursuant to applicable Retirement and Social Security Law.

SECTION 3: C.S.E.A. Package 7 Plan.

Effective January 1, 2002 through December 31, 2006, the Town will provide bargaining unit employees with the C.S.E.A. Package 7 Plan. Prior to December 31, 2006, the Town and the Union will meet to discuss whether the Town will continue the C.S.E.A. Package 7 Plan after that date, or discontinue this benefit plan and instead reinstate dental and optical benefits which are at least comparable to those benefits which are set forth in the collective bargaining agreement that expired on December 31, 1996. The determination of whether to continue with Package 7 shall be made by the Town only after discussions with the Blue Collar Unit.

SECTION 4: Disability Benefits.

The Town shall provide a paid State disability plan for off the job injury or illness pursuant to the Disability Benefits Law, Section 212, for full-time employees.

SECTION 5: Unemployment Benefits.

The Town agrees that, in the event the present "Special Unemployment Assistance Payment Program" provided for under Federal Law is not renewed after 1977, it shall participate in and become liable for contributions or payments in lieu of contributions for full-time employee unemployment benefits under Article 18 of the New York State Labor Law, as provided in Section 561 "Voluntary Election."

SECTION 6: Life Insurance Benefits.

The Town agrees to fund a life insurance benefit for all full-time employees as follows:

\$10,000	for member
\$ 1,500	for spouse
\$ 1,000	for dependent

The Town shall pay for the policies covered by this section for retirees who retired on or after January 1, 1977, so long as this clause remains in the collective bargaining agreement.

SECTION 7: Chest X-Rays.

The Town shall make available a chest x-ray program for all full-time employees covered under this Agreement. Such program shall provide for one (1) chest x-ray per year for each employee with cost to be borne by the Town.

ARTICLE XI SENIORITY, PERSONNEL, NOTICES, USE OF TOWN FACILITIES AND WORKING CONDITIONS AND SAFETY

SECTION 1: Seniority

An employee's seniority shall commence on the date of first hiring by the Town. The application of this Section shall be governed by the Civil Service Rules and Regulations.

- (A) It is further provided that whenever a new position or vacancy exists within the non-competitive or labor classes of Civil Service, promotional preference for this position or vacancy shall be on a departmental seniority basis, provided further that an employee possesses the minimum qualifications to perform the job. It is understood and agreed that all promotions will have probationary periods pursuant to the Suffolk County Civil Service Rules and Regulations.
- (B) The Town agrees to give preference to its full-time employees in filling job vacancies or new positions. However, crew transfers can take place if all parties agree, with the Commissioner/Department Head or his/her designee having the right of approval.
- (C) Whenever Commissioner/Department Head or his/her designee determines there is a vacancy or new position, said vacancy or new position shall be filled thirty (30) days from the date that the Commissioner/Department Head or his/her designee gives notice of such position or vacancy by posting the same. Such posting shall be for a period of five (5) business days from the time a declaration of vacancy or new position is made and shall take place on bulletin boards to be jointly designated by the Town and the C.S.E.A. Blue Collar Unit Representative.
- (D) Whenever it is in the best interests of cooperation and harmony between the Town and its employees, it shall be the policy of the Town to fill temporary positions according to seniority, provided that the employee so selected is qualified to assume the temporary position. When an employee assumes a higher temporary position, that employee shall be paid the rate for said higher position according to Article VI, Section 4.
- (E) The Town agrees to establish a position within the table of organization of the Department of Parks, Recreation and Human Resources between Heavy Equipment Operator and Area Foreman. This position shall be of a supervisory nature whenever a foreman is not present at a job site and shall be compensated at the salary differential one step above Heavy Equipment Operator.
- (F) All employees presently within the Town on a full-time basis shall retain their seniority rights over any employee transferred into the Town on a non-competitive or labor class basis.

SECTION 2: Layoffs/C.S.E.A. Officers.

For the purposes of lay-offs only, the current officers of the C.S.E.A. Blue Collar Unit shall be given the highest seniority. The Town agrees to abide by the Civil Service Regulations regarding "bump and retreat".

SECTION 3: Suburban Town Law.

Seniority will be utilized for purposes as they presently exist except as may be illegal under Suburban Town Law.

SECTION 4: Personnel.

- (A) Upon request, an employee will be permitted to examine that employee's official personnel file.
- (B) The Division of Personnel shall reproduce for the employee, within five business days, any material in that employee's official personnel file. However, if the employee is the subject of pending disciplinary charges, access to the file shall be provided as soon as possible.
- (C) There shall be only one official personnel file.
- (D) No material derogatory to the conduct, character or personality of an employee shall be placed in the official personnel file unless the employee has had an opportunity to read said material. Upon reading of said material, the employee shall sign said material. Such signature will not mean that the employee agrees with the content thereof. If the employee refuses to sign the copy, the Commissioner/Department Head or his/her designee may insert the material in the file after adding to it and signing the following statement: "I hereby certify that the employee named above has seen and read this material but has refused to affix his signature thereto."
- (E) The employee shall have the right to answer any derogatory material filed in said employee's official personnel file and the employee's answer shall be attached to the derogatory material, provided that the answer is submitted within thirty (30) calendar days after receipt of the derogatory material.
- (F) The employee shall have a reasonable time to consult with the unit representative before signing said material.
- (G) Employee may request to review his personnel file with a representative of C.S.E.A. and the Personnel Officer or his designee for the purpose of asking that certain material be removed. The

Town retains sole discretion in determining which material will be removed.

SECTION 5: Notices.

- (A) Business Notices. The Town agrees to allow the C.S.E.A. to post notices and communications on Town bulletin boards pertaining to the C.S.E.A. business:
 - (1) It is clearly understood that no material is to be placed on the bulletin boards concerning political activities.
 - (2) In the event that the question arises as to the contents of such material, the Supervisor of the Town reserves the right to have material which he deems to be political in nature removed from all bulletin boards.
- (B) Vacancies and New Positions. Lists of vacancies and/or new positions will be posted upon all Town bulletin boards. Such posting will be simultaneous throughout the Town and be the responsibility of the Blue Collar Unit representative upon their receipt of said posting from the Division of Personnel. Where applicable, the filling of a new position will be, in the first instance, from within the department, then from within the unit, and then from within the Town.
- (C) Notice to Commissioner/Department Head or his/her designee. The Town agrees to send a copy of the Agreement to every Commissioner/Department Head, or his/her designee so that the supervisory personnel in all departments will be aware of the rights of the employees.
- (D) Notice of Disciplinary Action. The Town agrees that in the event disciplinary action is to be taken, a simultaneous notice of said action shall be sent to the C.S.E.A. by registered or certified mail.

SECTION 6: Use of Town Facilities.

The C.S.E.A. will be permitted, subject to the approval of the Town, to use the Town facilities for the purpose of adjusting grievances and administering the terms and conditions of this Agreement.

SECTION 7: Working Conditions, Safety and Uniforms.

- (A) Effective January 1, 2001, the Town agrees to allow employees to have one (1) fifteen minute coffee break per day between 10:00 a.m. and 10:30 a.m. or between 2:30 p.m. and 3:30 p.m. In addition, a

coffee break will be allowed every three (3) hours during overtime work. The coffee break shall be no longer than fifteen (15) minutes, and the Commissioner/Department Head or his/her designee may designate the time of coffee break.

- (B) (1) The Town agrees that no employee shall be ordered to drive any vehicle which does not meet the safety requirements as set forth in the Motor Vehicle and Traffic Law of the State of New York. Further, it shall be the duty of all employees to report immediately to Commissioner/Department Head or his/her designee or foreman any working conditions which appear unsafe or create an unnecessary hazard. The Town agrees to pay for an employee's safe driving course, if feasible, for any employee as determined by the Town, who is required to drive a Town vehicle in the exercise of the employee's duties. Should the Town offer defensive driving courses, an employee may attend free of charge.
- (2) It shall be the responsibility of the Town to provide all necessary tools and safety equipment required by an employee in order to capably perform job duties.
- (3) The Town agrees to supply necessary equipment to those who are required to undergo testing to obtain motor vehicle licenses for the operation of equipment as part of their job duties. Said vehicle use schedule shall be subject to Commissioner/Department Head or his/her designee approval.

(C) Uniforms and Work Clothes will be supplied as follows:

- (1) Four (4) sets of uniforms and work clothes, consisting of four (4) pairs of pants, four (4) winter shirts and four (4) summer shirts, and five tee shirts, two (2) winter jackets, and one (1) parka, as needed. Each employee will be responsible for the cleaning and maintenance of all uniforms. Uniforms shall be replaced on an "as needed basis, need to be determined by the Commissioner/Department Head or his/her designee, and employees shall be given the option of turning in their old uniforms or retaining them for their personal use. Employees will be required to demonstrate the need for any new uniforms by having the old uniform inspected by the Commissioner/Department Head or his/her designee. Any employee who is issued a Town work uniform shall not deface said work uniform. The Town shall make every effort to provide rain gear for any employee who regularly works outdoors for the

greater part of the employee's shift. The Town may, at its discretion, assign rain gear to individuals and to work crews or vehicles for the purpose of employees sharing said rain gear.

- (2) Employees who are issued uniforms shall be required to wear same.
- (3) A safety shoe allowance of fifty (\$50.00) dollars per year shall be offered to all employees. Those employees who receive the allowance are required to wear the safety shoes.
- (4) Any employee using his own vehicle for Town use shall be reimbursed at the rate of \$.26 per mile. Town use shall be determined by the Commissioner/Department Head or his/her designee.

SECTION 8: Jury Service.

All employees will be paid their regular salary while performing jury service. Employees shall endorse their jury salary check to the Town. Travel allowance or mileage compensation checks for jury service are to be retained by the employee. In addition, the Town agrees to arrange the work schedule of any employee called for jury duty so that the employee so called will not lose normal days off, provided that upon receiving notice for jury duty the employee immediately notifies the Commissioner/Department Head or his/her designee.

SECTION 9: Legal Counsel.

The Town will pay reasonable legal fees for the defense of any employee in any action arising out of an alleged assault by the employee on Town business provided that after all proceedings have been concluded, either in a court of competent jurisdiction or by an administrative board having jurisdiction, it has not been determined that an employee requesting reimbursement for legal services was guilty or at fault.

SECTION 10: Animal Control Officers/Division of Animal Shelter.

- (A) It is agreed that the Town shall supply the Animal Control Officers with the equipment as prescribed by the State of New York. The equipment to be provided is as follows: tranquilizers, cloth covered wire rope for snares, leg protectors, arm protectors, truck dome lights, right hand side truck port hole window.
- (B) It is further agreed that all staff assigned to handle financial transactions at the Animal Shelter shall be bonded with the fee for such bonding to be paid by the Town.

- (C) The Town agrees to refer to the Town Safety Committee the repair of the gas box and roof over the gas area at the Animal Shelter and to take the appropriate action to rectify any dangerous situation which may exist.

SECTION 11: Director of Labor Relations.

The Town will inform C.S.E.A. of which individual(s) will be responsible for labor-management relations on behalf of the Town.

SECTION 12: Rental of Equipment.

The Commissioner/Department Head or his/her designee shall not rent equipment while similar Town equipment is available for use. Only Town employees will be utilized on bare equipment rented on a monthly basis. This rule shall not apply where in the judgment of the Supervisor of the Town a snow or ice emergency exists.

SECTION 13: Labor Management Committee.

A Labor Management Committee made up of three members of management and one member from each C.S.E.A. Town Unit, chosen by their respective bargaining unit President, shall be formed at the beginning of each calendar year to meet on a regular basis, at least once a quarter, for the purpose of discussing working conditions, health and safety issues and employer-employee relationships. However, if the issues to be discussed concern only one bargaining Unit, that Unit would be entitled to send three members and the other two bargaining Unit representatives would not attend.

SECTION 14: Identification Cards.

The Town shall provide identification cards to each employee. Employees shall be required to submit their picture to the Town so that the Town can then prepare the identification card for each employee.

SECTION 15: Collective Bargaining Agreement.

The Town will make every reasonable effort to supply employees with copies of the contract no later than 90 days after it is executed.

SECTION 16: Blood Donation.

The Town agrees to allow an employee to take two (2) hours off per year without loss of pay for the purpose of donating blood.

SECTION 17: Showmobiles.

The Town agrees that only employees who are members of the Blue Collar Unit shall be allowed to operate Town-owned showmobiles.

SECTION 18: Fighting Fires.

All employees who are members of the Blue Collar Unit shall be required to perform duties relating to the fighting of fires and other fire related emergencies if so directed by the Chief Fire Inspector with the approval of the Supervisor of the Town.

SECTION 19: Vehicles.

- (A) For those employees who receive automobiles after January 1, 1983, the Town in its sole discretion may take those automobiles away without any prior notice, agreement or payment to the employee.
- (B) For those employees who received automobiles prior to January 1, 1983, the Town shall have the right, beginning no earlier than February 1, 1984, to take automobiles away from no more than 20 employees per year. Any such employee who loses a vehicle shall receive a one time lump sum of \$675.00. The Town shall give six (6) months' notice to any such employee who is to lose a vehicle.

SECTION 20: Legal Services.

The Town agrees to provide legal services for any Town employee where the action arises out of an assault provided the employee was acting within the scope of his/her employment at the time of such assault, and further provided that the employee has filed a complaint with the Police Department, naming the assailant and alleging assault.

SECTION 21: President of Suffolk Chapter.

In the event that a Brookhaven Town employee who is covered by any labor agreement between the Town of Brookhaven and the C.S.E.A. is elected to serve as President of the Suffolk Chapter, Local 852, such employee shall have the right to perform the duties of such elected office and devote such time as may be required provided, however, that such employee shall perform his or her duties with the Town of Brookhaven as time permits.

All such duties as President of the Suffolk Chapter shall be recognized as time worked, fulfilling job requirements with the Town. The employee so elected

shall continue to receive from the Town all applicable benefits and protection under the labor agreement.

SECTION 22: Public Officer's Law.

Employees shall receive the protection of Public Officer's Law Section 18 to the extent provided by Town Board resolution. This section of the contract shall not be arbitrable.

ARTICLE XII LIMITATIONS OF AUTHORITY

Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the Town are retained by it, including, but not limited to the right to determine the mission, purpose, objectives and policies of the Town; to determine the facilities, methods, means and number of personnel required by the conduct of Town programs; to administer the Town Personnel Program, including the examination, selection, recruitment, hiring, appraisal, retention, promotions, assignment, or transfer of employees pursuant to law; to direct, deploy and utilize the work force; to establish duty statements for each class of position and to allocate or reallocate new or existing positions in accordance with law; and to discipline or discharge employees in accordance with law and the provisions of this Agreement.

ARTICLE XIII GRIEVANCES AND GRIEVANCE PROCEDURES

SECTION 1: Grievance Procedure.

Any and all disputes arising out of or concerning the interpretation or application of the terms of this Agreement shall be adjusted as set forth in this procedure.

SECTION 2: Consideration of Grievances.

Employees, officers of the C.S.E.A., Commissioner/Department Head or his/her designee are expected to exhaust every administrative device to settle amicably all differences of opinion. However, those differences of opinion which cannot be settled informally may be presented through a more formal procedure providing that disputes are referred within twenty (20) business days of the date of the occurrence or the time when the employee should have been aware of such occurrence.

The Town agrees to furnish a standardized "Grievance Form" which shall be used to initiate proceedings through regular supervisory channels in the following order:

(A) Step One--The Division Director or Immediate Supervisor:

The employee shall first request an interview with his Division Director or immediate supervisor. The Division Director or immediate supervisor shall, within five (5) business days of such request, discuss the grievance with the employee concerned. In matters for which the Division Director or immediate supervisor is responsible, such as work assignments or work quotas, said Division Director or immediate supervisor shall make a determination within five (5) business days of discussion. In matters beyond the authority of the Division Director or immediate supervisor, the Division Director or immediate supervisor shall advise the employee to submit the grievance in writing so that it may be taken up at the second step with the Commissioner/Department Head or his/her designee.

(B) Step Two--The Commissioner/Department Head or his/her designee:

If the grievance is not satisfactorily settled at the first step, the employee may, within three (3) business days, request a review by presenting said grievance, in written form, to the Commissioner/Department Head or his/her designee. The Commissioner/Department Head or his/her designee shall meet with the employee and his representative, if any, and within five (5) business days of the informal hearing, give a determination in writing to the employee, with a copy for the Division Director or immediate supervisor.

(C) Step Three--An Appeal From the Commissioner/Department Head or his/her designee's Determination:

Upon failure to resolve his/her grievance satisfactorily at the department level, the employee may appeal in writing to the Director of Labor Relations or anyone appointed by the Town Board to act as Director, within ten (10) days of receipt of a Commissioner/Department Head or his/her designee's decision. The Director shall have then (10) business days from the time that the grievance is submitted to in which to endeavor to resolve and/or answer the grievance in writing. If the grievance remains unresolved, either the Town or C.S.E.A. may, within fifteen (15) additional working days, submit the dispute to arbitration, pursuant to Section 3 below. Employees who are involved in arbitration shall suffer no loss of time or compensation. The cost of the arbitration

shall be borne equally by the C.S.E.A. and the Town. If the Town or C.S.E.A. fails to proceed to arbitration within said period, it shall be barred from proceeding the grievance to arbitration.

SECTION 3: Arbitration.

Arbitration shall be invoked by the C.S.E.A. or the Town by requesting, with notice to the other party, the Suffolk County Public Employment Relations Board to appoint an arbitrator. The Board shall submit a panel of five arbitrators to both parties who shall indicate their preference among such panel so that the appointment of the arbitrator shall be based upon such preferences. In the event that the parties cannot agree upon a mutual choice from the panel of five arbitrators, an arbitrator shall be appointed by the Suffolk County Public Employment Relations Board.

- (A) The arbitrator shall have the power to summon, question and examine any employee and to require production of books, papers or such other evidence as may be deemed necessary.
- (B) The arbitrator shall meet with the parties within five (5) days after his appointment as such arbitrator.
- (C) The arbitrator shall make final and binding decisions on all matters or procedure before him.
- (D) The arbitrator shall have the opportunity to make a final and binding decision upon any timely and properly presented claim by either party that the other has violated this agreement, except that the arbitrator shall not have such authority respecting any matter as to which (a) the Town retains exclusive rights under this agreement or by operation of law or otherwise, or, (b) another method of review is prescribed or made applicable by law or rule or regulation having the force and effect of law. The arbitrator shall be without power or authority to make any decision which requires the Town to commit an act prohibited or affirmatively permitted by law or rule or regulation having the full force and effect of law which violates or adds to any provision of this agreement or any validly existing rule or regulation of the Town. On application of the Town to the New York Supreme Court within ninety (90) days after its delivery, the decision of an arbitrator may be vacated on the ground that it violates this paragraph or on any ground upon which relief may be sought under Section 7511 or 7803 of the Civil Practice Law and Rules.
- (E) Findings and decisions are to be transmitted to the Association and the Town and shall be enforced by them respectively, as the case may be.

ARTICLE XIV
CONFORMITY TO LAW

In the event any provision or provisions hereof are held to be unlawful, the remaining provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement this 10th day of May, 2002.

TOWN OF BROOKHAVEN

BY: 

JOHN JAY L. VALLE, SUPERVISOR

BROOKHAVEN TOWN BLUE COLLAR
UNIT/C.S.E.A.

BY: 

WILLIAM WALSH, PRESIDENT

STATE OF NEW YORK)
) ss.:
COUNTY OF SUFFOLK)

On this 20 day of May, 2002, before me personally came JOHN JAY LAVALLE, to me known, who being by me duly sworn did depose and say that he resides at Post Jefferson, Ny; that he is the Supervisor of the Town of Brookhaven, the municipal corporation which executed the foregoing instrument; that he knows the seal of the said municipality, that the seal affixed to said instrument is such municipal corporation seal; that it was so affixed by order of the Town Board of the Town of Brookhaven and that he signed his name thereto by like order.

Susan M. D'Alessandro

NOTARY PUBLIC

SUSAN M. D'ALESSANDRO
NOTARY PUBLIC, State of New York
#4998136, Suffolk County
Term Expires June 22, 2002

STATE OF NEW YORK)
) ss.:
COUNTY OF SUFFOLK)

On this 10th day of May, 2002, before me personally came WILLIAM WALSH, to me known, who being by me duly sworn did depose and say that he resides at Centereach, Ny; that he is the President of the BROOKHAVEN TOWN BLUE COLLAR UNIT, C.S.E.A.; that he is the individual described in and who executed the foregoing instrument and acknowledged to me that he executed same.

Linda S. Chawner
NOTARY PUBLIC

LINDA S. CHAWNER
NOTARY PUBLIC, State of New York
No. 4933702, Suffolk County
Commission Expires June 20, 2002

EXHIBIT A

SCHEDULE OF SICK LEAVE ACCRUALS BLUE COLLAR UNIT EMPLOYEES

PAY DAY	SICK DAYS ACCRUED PER PAY PERIOD BY EMPLOYEES HIRED PRIOR TO MARCH 1, 1997	SICK DAYS ACCRUED PER PAY PERIOD BY EMPLOYEES HIRED AFTER MARCH 1, 1997
1	.5	.5
2	.5	.5
3	.5	.5
4	.5	.5
5	.5	---
6	.5	.5
7	.5	.5
8	.5	.5
9	.5	---
10	.5	.5
11	.5	.5
12	.5	.5
13	.5	---
14	.5	.5
15	.5	.5
16	.5	.5
17	.5	.5
18	.5	---
19	.5	.5
20	.5	.5
21	.5	.5
22	.5	---
23	.5	.5
24	.5	.5
25	.5	.5
26	.5	---
27	---	---
TOTAL DAYS	13.00	10.00

NOTE: Blue Collar Unit employees hired after March 1, 1997, will accrue 10 sick days per year during the first 5 years of service with the Town of Brookhaven. Beginning with the first pay day after their 5th anniversary, they will accrue 13 sick days per year.
Department of Finance

Exhibit B

SCHEDULE OF PERSONAL LEAVE GIVEN TO BLUE COLLAR EMPLOYEES FOR THEIR FIRST CALENDAR YEAR OF EMPLOYMENT

MONTH EMPLOYMENT COMMENCES	PERSONAL DAYS GIVEN TO BLUE COLLAR EMPLOYEES HIRED PRIOR TO MARCH 1, 1997 1ST YEAR OF EMPLOYMENT	PERSONAL DAYS GIVEN TO BLUE COLLAR EMPLOYEES HIRED AFTER MARCH 1, 1997 1ST YEAR OF EMPLOYMENT	PERSONAL DAYS GIVEN TO BLUE COLLAR EMPLOYEES HIRED AFTER MARCH 1, 1997 5TH YEAR OF EMPLOYMENT
JANUARY	5.00	3.00	5.00
FEBRUARY	4.50	2.50	5.00
MARCH	4.00	2.50	4.50
APRIL	4.00	2.00	4.50
MAY	3.50	2.00	4.50
JUNE	3.00	1.50	4.50
JULY	2.50	1.50	4.00
AUGUST	2.00	1.00	4.00
SEPTEMBER	1.50	1.00	4.00
OCTOBER	1.50	0.50	4.00
NOVEMBER	1.00	0.50	3.50
DECEMBER	0.50	0.00	3.50

NOTE: Blue Collar unit employees hired after March 1, 1997, will be given 3 personal days per year during the first 5 years of their employment with the Town of Brookhaven. In the calendar year in which the employee celebrates their 5th anniversary with the Town of Brookhaven, the employee will earn a pro-rated share of 3 days per year to their anniversary date and 5 days per year from their anniversary date through the end of the calendar year. For example, if an employee's anniversary date is during the month of July, then they would earn 1.5 days from January through their anniversary date in July and 2.5 days from their anniversary through the end of the calendar year for a total of 4 personal days during the calendar year in which they celebrate their 5th anniversary.

Department of Finance

EXHIBIT C
VACATION LEAVE EARNINGS SCHEDULE
BLUE COLLAR EMPLOYEES HIRED PRIOR TO MARCH 1, 1997

Year of Employment	MONTH OF EMPLOYMENT												Total Days Earned During Year
	1	2	3	4	5	6	7	8	9	10	11	12	
1st						5.0	0.5	1.0	1.0	0.5	1.0	1.0	10.0
2nd	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	12.0
3rd	1.0	1.0	1.0	1.0	1.0	1.5	1.0	1.0	1.0	1.0	1.0	1.5	13.0
4th	1.0	1.0	1.5	1.0	1.0	1.5	1.0	1.0	1.5	1.0	1.0	1.5	14.0
5th	1.0	1.5	1.0	1.5	1.0	1.5	1.0	1.5	1.0	1.5	1.0	1.5	15.0
6th	1.5	1.5	2.0	1.5	1.5	2.0	1.5	1.5	2.0	1.5	1.5	2.0	20.0
7th	1.5	1.5	2.0	1.5	1.5	2.0	1.5	1.5	2.0	1.5	1.5	2.0	20.0
8th	1.5	1.5	2.0	1.5	1.5	2.0	1.5	1.5	2.0	1.5	1.5	2.0	20.0
9th	1.5	1.5	2.0	1.5	1.5	2.0	1.5	1.5	2.0	1.5	1.5	2.0	20.0
10th	1.5	1.5	2.0	1.5	1.5	2.0	1.5	1.5	2.0	1.5	1.5	2.0	20.0
11th	1.5	2.0	1.5	2.0	1.5	2.0	1.5	2.0	1.5	2.0	1.5	2.0	21.0
12th	1.5	2.0	2.0	1.5	2.0	2.0	1.5	2.0	2.0	1.5	2.0	2.0	22.0
13th	1.5	2.0	2.0	2.0	2.0	2.0	1.5	2.0	2.0	2.0	2.0	2.0	23.0
14th	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	24.0
15th	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	30.0

Department of Finance
 Note: Vacation accruals are added to employees leave balances on the last pay day of each month listed above.

EXHIBIT D

**VACATION LEAVE EARNINGS SCHEDULE BLUE COLLAR
BLUE COLLAR EMPLOYEES HIRED AFTER MARCH 1, 1997**

Year of Employment	MONTH OF EMPLOYMENT												Total Days Earned
	1	2	3	4	5	6	7	8	9	10	11	12	
1st						5.0	0.5	1.0	1.0	0.5	1.0	1.0	10.0
2nd	0.5	1.0	1.0	0.5	1.0	1.0	0.5	1.0	1.0	0.5	1.0	1.0	10.0
3rd	0.5	1.0	1.0	0.5	1.0	1.0	0.5	1.0	1.0	0.5	1.0	1.0	10.0
4th	0.5	1.0	1.0	0.5	1.0	1.0	0.5	1.0	1.0	0.5	1.0	1.0	10.0
5th	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	12.0
6th	1.5	1.5	2.0	1.5	1.5	2.0	1.5	1.5	2.0	1.5	1.5	2.0	20.0
7th	1.5	1.5	2.0	1.5	1.5	2.0	1.5	1.5	2.0	1.5	1.5	2.0	20.0
8th	1.5	1.5	2.0	1.5	1.5	2.0	1.5	1.5	2.0	1.5	1.5	2.0	20.0
9th	1.5	1.5	2.0	1.5	1.5	2.0	1.5	1.5	2.0	1.5	1.5	2.0	20.0
10th	1.5	1.5	2.0	1.5	1.5	2.0	1.5	1.5	2.0	1.5	1.5	2.0	20.0
11th	1.5	2.0	1.5	2.0	1.5	2.0	1.5	2.0	1.5	2.0	1.5	2.0	21.0
12th	1.5	2.0	2.0	1.5	2.0	2.0	1.5	2.0	2.0	1.5	2.0	2.0	22.0
13th	1.5	2.0	2.0	2.0	2.0	2.0	1.5	2.0	2.0	2.0	2.0	2.0	23.0
14th	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	24.0
15th	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	30.0

Note: Vacation accruals are added to employees leave balances on the last pay day of each month listed above.